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333 West Wacker Drive, Suite 2100  
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(312) 407-0700  
John Wm. Butler, Jr.  
John K. Lyons  
Ron E. Meisler

- and -

SKADDEN, ARPS, SLATE, MEAGHER & FLOM LLP  
Four Times Square  
New York, New York 10036  
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Kayalyn A. Marafioti (KM 9632)  
Thomas J. Matz (TM 5986)

Attorneys for Delphi Corporation, et al.,  
Debtors and Debtors-in-Possession

Delphi Legal Information Hotline:  
Toll Free: (800) 718-5305  
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Delphi Legal Information Website:  
<http://www.delphidocket.com>

UNITED STATES BANKRUPTCY COURT  
SOUTHERN DISTRICT OF NEW YORK

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	:	
In re	:	Chapter 11
	:	
DELPHI CORPORATION, <u>et al.</u> ,	:	Case No. 05-44481 (RDD)
	:	
Debtor.	:	(Jointly Administered)
	:	
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NOTICE OF CURE AMOUNT WITH RESPECT TO EXECUTORY  
CONTRACT OR UNEXPIRED LEASE TO BE ASSUMED AND/OR ASSIGNED

PLEASE TAKE NOTICE THAT:

1. Pursuant to the Order Under 11 U.S.C. § 105(a) And Fed. R. Bankr. P. 2002 And 9014 Approving (i) Bidding Procedures, (ii) Certain Bid Protections, (iii) Form And Manner Of Sale Notices, And (iv) Setting Of A Sale Hearing (the "Bidding Procedures

Order") entered by the United States Bankruptcy Court for the Southern District of New York (the "Bankruptcy Court") on June 22, 2006, MobileAria, Inc. ("MobileAria") hereby provides notice (the "Notice") of its intent to assume and/or assign the executory contract or unexpired lease (the "Assigned Contract") listed on Exhibit 1 hereto to the Successful Bidder with respect to MobileAria's assets. Capitalized terms used but not otherwise defined in this notice shall have the meaning ascribed to them in the Bidding Procedures Order.

2. On the Closing Date, or as soon thereafter as reasonably practicable, MobileAria will pay the amount MobileAria's records reflect is owing for prepetition arrearages, if any, as set forth on Exhibit 1 (the "Cure Amount"). MobileAria's records reflect that all postpetition amounts owing under the Assigned Contract have been paid and will continue to be paid until the assumption and/or assignment of the Assigned Contract and that, other than the Cure Amount, there are no other defaults under the Assigned Contract.

3. Objections, if any, to the proposed Cure Amount must (a) be in writing, (b) state with specificity the cure asserted to be required, (c) include appropriate documentation thereof, (d) conform to the Federal Rules of Bankruptcy Procedure, the Local Bankruptcy Rules for the Southern District of New York, and the Seventh Supplemental Order Under 11 U.S.C. §§ 102(1) And 105 And Fed. R. Bankr. P. 2002(m), 9006, 9007, And 9014 Establishing Omnibus Hearing Dates And Certain Notice, Case Management, And Administrative Procedures, entered by this Court on May 19, 2006 (Docket No. 3824), (e) be filed with the Bankruptcy Court in accordance with General Order M-242 (as amended) – registered users of the Bankruptcy Court's case filing system must file electronically, and all other parties-in-interest must file on a 3.5 inch disk (preferably in Portable Document Format (PDF), WordPerfect, or any other Windows-based word processing format), (f) be submitted in hard-copy form directly to the chambers of the Honorable Robert D. Drain, United States Bankruptcy Judge, United States Bankruptcy Court for the Southern District of New York,

One Bowling Green, Room 610, New York, New York 10004, and (g) be served in hard-copy form so that it is actually received within ten days of service of this Notice upon (i) MobileAria, Inc., 800 West El Camino Real, Suite 240, Mountain View, California 94040 (Att'n: Richard Lind), (ii) Delphi Corporation, 5725 Delphi Drive, Troy, Michigan 48098 (Att'n: General Counsel), (iii) counsel to the Debtors, Skadden, Arps, Slate, Meagher & Flom LLP, 333 West Wacker Drive, Suite 2100, Chicago, Illinois 60606 (Att'n: John Wm. Butler, Jr.), (iv) counsel for the agent under the Debtors' prepetition credit facility, Simpson Thacher & Bartlett LLP, 425 Lexington Avenue, New York, New York 10017 (Att'n: Kenneth S. Ziman), (v) counsel for the agent under the postpetition credit facility, Davis Polk & Wardwell, 450 Lexington Avenue, New York, New York 10017 (Att'n: Donald Bernstein and Brian Resnick), (vi) counsel for the Official Committee of Unsecured Creditors, Latham & Watkins LLP, 885 Third Avenue, New York, New York 10022 (Att'n: Robert J. Rosenberg and Mark A. Broude), (vii) counsel for the Official Committee of Equity Security Holders, Fried, Frank, Harris, Shriver & Jacobson LLP, One New York Plaza, New York, New York 10004 (Att'n: Bonnie Steingart), (viii) counsel for the Purchaser, Cooley Godward LLP, 101 California Street, Fifth Floor, San Francisco, California 94114 (Att'n: Gregg S. Kleiner), and (ix) the Office of the United States Trustee for the Southern District of New York, 33 Whitehall Street, Suite 2100, New York, New York 10004 (Att'n: Alicia M. Leonhard).

4. If an objection to the Cure Amount is timely filed, a hearing with respect to the objection will be held before the Honorable Robert D. Drain, United States Bankruptcy Judge, United States Bankruptcy Court for the Southern District of New York, One Bowling Green, Room 610, New York, New York 10004, at such date and time as the Court may schedule. A hearing regarding the Cure Amount, if any, may be continued at the sole discretion of MobileAria until after the Closing Date.

5. If no objection is timely received, the Cure Amount set forth in Exhibit 1, hereto, shall be controlling, notwithstanding anything to the contrary in any Assigned Contract or any other document, and the nondebtor party to the Assigned Contract shall be forever barred from asserting any other claims against the Debtors, the Purchaser, or the Successful Bidder (as appropriate), or the property of either of them, as to such Assigned Contract. The failure of any objecting person or entity to timely file its objection shall be a bar to the assertion, at the Sale Hearing or thereafter, of any objection to the Sale Motion, the Sale, or MobileAria's consummation and performance of the Agreement (including the transfer of the Assets and the Assigned Contracts free and clear of all Interests), if authorized by the Court.

6. Prior to the Closing Date, MobileAria may amend its decision with respect to the assumption and/or assignment of the Assigned Contract and provide a new notice amending the information provided in this Notice.

Dated: New York, New York  
June 29, 2006

SKADDEN, ARPS, SLATE, MEAGHER  
& FLOM LLP

By: /s/ John Wm. Butler, Jr.  
John Wm. Butler, Jr. (JB 4711)  
John K. Lyons (JL 4951)  
Ron E. Meisler (RM 3026)  
333 West Wacker Drive, Suite 2100  
Chicago, Illinois 60606  
(312) 407-0700

- and -

By: /s/ Kayalyn A. Marafioti  
Kayalyn A. Marafioti (KM 9632)  
Thomas J. Matz (TM 5986)  
Four Times Square  
New York, New York 10036  
(212) 735-3000

Attorneys for Delphi Corporation, et al.,  
Debtors and Debtors-in-Possession

## EXHIBIT 1

MSI  
Attn: Michael D. Sides  
President  
30 McCormick Way  
Lincoln University PA 19352

Contract to be assumed:	Cure amount:
Installation Services Agreement dated May 11, 2006 between MobileAria, Inc. and MSI	\$0.00

## EXHIBIT 1

Otel Telecom  
Attn: Otto White  
300 - 74th Avenue NE  
St. Petersburg FL 33702-5430

Contract to be assumed:	Cure amount:
Installation Services Agreement dated June 15, 2006 between MobileAria, Inc. and OTEL Telecom	\$0.00

## EXHIBIT 1

Auto Page Unlimited Inc.  
Attn: Brian Schulze  
370 E. Irving Park Road  
Wood Dale IL 60191

Contract to be assumed:	Cure amount:
Installation Services Agreement dated June 12, 2006 between MobileAria, Inc. and Auto Page Unlimited Inc.	\$0.00



## EXHIBIT 1

Absolute Wireless Inc.  
Attn: Oscar Castano  
26250 Industrial Boulevard  
Suite 50  
Hayward CA 94545

Contract to be assumed:	Cure amount:
Installation Services Agreement dated May 11, 2006 between MobileAria, Inc. and Absolute Wireless Inc.	\$0.00

## EXHIBIT 1

Janus Logistics  
85 Orchard Valley Drive  
Cranston RI 02921

Contract to be assumed:	Cure amount:
Installation Services Agreement dated June 2006 between MobileAria, Inc. and Janus Logistics	\$0.00

## EXHIBIT 1

Bridgetown Communications  
3923 28th Street, Ste. 184  
Grand Rapids MI 49512

Contract to be assumed:	Cure amount:
Installation Services Agreement dated June 13, 2006 between MobileAria, Inc. and Bridgetown Communications.	\$0.00

## EXHIBIT 1

Bridgetown Communications  
3923 28th Street, Ste. 184  
Grand Rapids MI 49512

Contract to be assumed:	Cure amount:
Mutual Confidentiality Agreement between MobileAria, Inc. and Bridgetown Communications dated June 13, 2006	\$0.00

## EXHIBIT 1

PHH Vehicle Management Services, LLC (PHH Aral)  
Attn: David J. Coleman  
940 Ridgebrook Road  
Sparks MD 21152-9390

Contract to be assumed:	Cure amount:
Fleetoutlook Services Agreement dated June 10, 2006 between MobileAria, Inc. and PHH Vehicle Management Services, LLC	\$0.00

## EXHIBIT 1

CMango Services Management Company  
Attn: Zureme Zimoga  
704 Town & Country Village  
Sunnyvale CA 94086

Contract to be assumed:	Cure amount:
Remedy Invoice Number CMG121272 dated August 9, 2005	\$0.00

## EXHIBIT 1

CMango Services Management Company  
Attn: Zureme Zimoga  
704 Town & Country Village  
Sunnyvale CA 94086

Contract to be assumed:	Cure amount:
Remedy Invoice Number CMG121524 dated February 17, 2006	\$0.00

## EXHIBIT 1

CMANGO, Inc.  
1300 Crittenden Lane #200  
Mountain View CA 94043

Contract to be assumed:	Cure amount:
WIPRO / CMango Invoice number WIPRO-14 dated May 9, 2006	\$0.00



## EXHIBIT 1

R Systems, Inc.  
5000 Windplay Drive  
Suite 5  
El Dorado Hills CA 95762

Contract to be assumed:	Cure amount:
Call Center Services Agreement effective October 31, 2005, between MobileAria, Inc. and R Systems, Inc.	\$0.00

## EXHIBIT 1

QWest Interprise Networking  
Attn: Manager  
Department 047  
Contract No. CPE147845516ABA  
Denver CO 80271

Contract to be assumed:	Cure amount:
QWest Interprise Networking Invoice # 30122677 dated November 17, 2005	\$0.00

## EXHIBIT 1

DHL Danzas  
14076 Collections Center Drive  
Chicago IL 60693

Contract to be assumed:	Cure amount:
Danzas AE Customs Brokerage Services Invoice No. 107698954 dated June 6, 2006	\$0.00

## EXHIBIT 1

DHL Danzas  
14076 Collections Center Drive  
Chicago IL 60693

Contract to be assumed:	Cure amount:
Danzas AE Customs Brokerage Services Invoice No. 107698954 dated June 16, 2006	\$0.00

## EXHIBIT 1

Clint Suson  
57A Boardman  
San Francisco CA 94103

Contract to be assumed:	Cure amount:
Independent Contractor Innovations and Proprietary Rights Assignment Agreement between MobileAria, Inc. and Clint Suson dated July 18, 2005.	\$0.00

## EXHIBIT 1

Mr. Raul Reyes  
1675 McGinness Ave.  
San Jose CA 95127

Contract to be assumed:	Cure amount:
Independent Contractor Innovations and Proprietary Rights Assignment Agreement between MobileAria, Inc. and Raul Reyes dated May 24, 2006	\$0.00

## EXHIBIT 1

Carmell LaVett Oliver  
3015 Clear Coast Ct.  
Vallejo CA 94591

Contract to be assumed:	Cure amount:
Independent Contractor Innovations and Proprietary Rights Assignment Agreement between MobileAria, Inc. and Carmell L. Oliver dated March 22, 2006	\$0.00

## EXHIBIT 1

BMC Software Distribution, Inc.  
PO Box 201040  
Houston TX 77216-0001

Contract to be assumed:	Cure amount:
BMC Software Invoice Number 6226052 and dated June 14, 2006 for Remedy Software	\$0.00



## EXHIBIT 1

BMC Software Distribution, Inc.  
PO Box 201040  
Houston TX 77216-0001

Contract to be assumed:	Cure amount:
Remedy Software Contract Number 52856	\$0.00

## EXHIBIT 1

Consortium Executive Search, Inc.  
Chuck LeVerve  
1875 South Bascam 116-213  
Campbell CA 95008

Contract to be assumed:	Cure amount:
Settlement Agreement dated June 5, 2002 with Consortium Executive Search, Inc.	\$0.00

## EXHIBIT 1

Orbcomm  
2115 Linwood Avenue  
Suite 100  
Fort Lee NJ 07024

Contract to be assumed:	Cure amount:
Renewal of US Value Added Reseller Agreement with Orbcomm dated May 10, 2006..	\$0.00

## EXHIBIT 1

Orbcomm  
21700 Atlantic Boulevard  
Dulles VA 20166

Contract to be assumed:	Cure amount:
Renewal of US Value Added Reseller Agreement with Orbcomm dated May 10, 2006..	\$0.00

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UNITED STATES BANKRUPTCY COURT  
SOUTHERN DISTRICT OF NEW YORK

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In re	:	Chapter 11
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DELPHI CORPORATION, <u>et al.</u> ,	:	Case No. 05-44481 (RDD)
	:	
Debtor.	:	(Jointly Administered)
	:	
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AMENDED NOTICE OF CURE AMOUNT WITH RESPECT TO EXECUTORY  
CONTRACT OR UNEXPIRED LEASE TO BE ASSUMED AND/OR ASSIGNED

PLEASE TAKE NOTICE THAT:

1. Pursuant to the Order Under 11 U.S.C. § 105(a) And Fed. R. Bankr. P. 2002 And 9014 Approving (i) Bidding Procedures, (ii) Certain Bid Protections, (iii) Form And Manner Of Sale Notices, And (iv) Setting Of A Sale Hearing (the "Bidding Procedures

Order") entered by the United States Bankruptcy Court for the Southern District of New York (the "Bankruptcy Court") on June 22, 2006, MobileAria, Inc. ("MobileAria") hereby provides notice (the "Notice") of its intent to assume and/or assign the executory contract or unexpired lease (the "Assigned Contract") listed on Exhibit 1 hereto to the Successful Bidder with respect to MobileAria's assets. Capitalized terms used but not otherwise defined in this notice shall have the meaning ascribed to them in the Bidding Procedures Order.

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One Bowling Green, Room 610, New York, New York 10004, and (g) be served in hard-copy form so that it is actually received within ten days of service of this Notice upon (i) MobileAria, Inc., 800 West El Camino Real, Suite 240, Mountain View, California 94040 (Att'n: Richard Lind), (ii) Delphi Corporation, 5725 Delphi Drive, Troy, Michigan 48098 (Att'n: General Counsel), (iii) counsel to the Debtors, Skadden, Arps, Slate, Meagher & Flom LLP, 333 West Wacker Drive, Suite 2100, Chicago, Illinois 60606 (Att'n: John Wm. Butler, Jr.), (iv) counsel for the agent under the Debtors' prepetition credit facility, Simpson Thacher & Bartlett LLP, 425 Lexington Avenue, New York, New York 10017 (Att'n: Kenneth S. Ziman), (v) counsel for the agent under the postpetition credit facility, Davis Polk & Wardwell, 450 Lexington Avenue, New York, New York 10017 (Att'n: Donald Bernstein and Brian Resnick), (vi) counsel for the Official Committee of Unsecured Creditors, Latham & Watkins LLP, 885 Third Avenue, New York, New York 10022 (Att'n: Robert J. Rosenberg and Mark A. Broude), (vii) counsel for the Official Committee of Equity Security Holders, Fried, Frank, Harris, Shriver & Jacobson LLP, One New York Plaza, New York, New York 10004 (Att'n: Bonnie Steingart), (viii) counsel for the Purchaser, Cooley Godward LLP, 101 California Street, Fifth Floor, San Francisco, California 94114 (Att'n: Gregg S. Kleiner), and (ix) the Office of the United States Trustee for the Southern District of New York, 33 Whitehall Street, Suite 2100, New York, New York 10004 (Att'n: Alicia M. Leonhard).

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Dated: New York, New York  
June 29, 2006

SKADDEN, ARPS, SLATE, MEAGHER  
& FLOM LLP

By: /s/ John Wm. Butler, Jr.  
John Wm. Butler, Jr. (JB 4711)  
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By: /s/ Kayalyn A. Marafioti  
Kayalyn A. Marafioti (KM 9632)  
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Four Times Square  
New York, New York 10036  
(212) 735-3000

Attorneys for Delphi Corporation, et al.,  
Debtors and Debtors-in-Possession

## EXHIBIT 1

Cross Country Global ITS Services, Corp.  
1 Cabot Road  
Medford MA 02155

Contract to be assumed:	Cure amount:
Emergency Call Center Services Agreement effective February 1, 2006 by and between MobileAria, Inc. and Cross Country Global ITS Services, Corp.	\$0.00